BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF THE:
CHIEF GENERAL MANAGER (ELE),
PROJECTS, 4TH FLOOR,
BLOCK-II, CORPORATE OFFICE,
BESCOM, K R CIRCLE,
BANGALORE-560001

E-mail address: cgmproject.bescom@gmail.com

REQUEST FOR PROPOSAL (RFP)

APPOINTING PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO IP SET WORKS, FEEDER SEGREGATION WORKS UNDER ATAL BHUJAL YOJANE AND FOR OTHER WORKS AS DESIRED BY BESCOM IN TUMKUR CIRCLE, CHITRADURGA ZONE, BESCOM.

Tender/RFP Reference: **BESCOM/2023-24/SE0108 dated: 15.02.2024.**

Date and time for commencement of downloading : **19.02.2024, Time: 17:00 Hrs onwards**
of tender document from the e-procurement portal
https://kppp.karnataka.gov.in

Last date and time for seeking clarifications if any : **27.02.2024, Time: 11:00 Hrs**

Date, time and venue of Pre-bid meeting : **28.02.2024, Time: 11:30 Hrs**

Venue : O/o Chief General Manager (Ele)
Projects, 4th Floor,
2nd Block,
Corporate office,
BESCOM

K R circle,

Bangalore-560001.

Last date and time for submission/uploading of tender in the E-procurement portal *https://kppp.karnataka.gov.in* : **20.03.2024, Time: 17:00 Hrs**

Date and time for opening of the Technical tenders : **22.03.2024, Time: 15:00 Hrs**

Date and time for opening of the financial tenders : Will be notified to the qualified tenderers on the e-procurement portal.

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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly Owned by Government of Karnataka)

Chief General Manager, Electy., Projects, Corporate Office,
E-mail: cgmprojects.bescom@gmail.com BESCOM, K.R. Circle,
Benagluru-560 001

SECTION-1: LETTER OF INVITATION

Tender/RFP Reference: BESCOM/2023-24/SE0108 Dated: 15.02.2024

Request for Proposal for selection of Project Management Consultant (PMC)

1. The Chief General Manager (Ele), Projects, BESCOM invites Request for Proposal (RFP) from eligible consultancy firms for providing services of Project Management Consultants (PMC) for undertaking the responsibility for construction supervision & monitoring of works with quality and quantity assurance, quality inspection of materials, verification & certification of bills, assessment of progress of works and pre & post analysis of the works pertaining to IP set works, feeder segregation works under Atal Bhujal yojane and for other works as desired by BESCOM in Tumkur circle, Chitradurga Zone, BESCOM through Karnataka Public Procurement Portal.

2. The RFP documents may be downloaded from the Karnataka Public Procurement Portal (https://www.kppp.karnataka.gov.in) free of cost from 19.02.2024 onwards till the last date and time or extended date and time for submission of Proposals. The Consultants shall go through the RFP document for details before submission of their Proposal.
3. Proposals must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Proposals. Two Electronic Proposal

Document System procedure will be followed, wherein the Consultant are required to submit Technical Proposal and Financial Proposal simultaneously. No physical submission of Proposals shall be accepted.

4. The method of selection of Consultancy firm shall be **Least Cost Selection (LCS) Method** as per the clause 28(d) of KTPP act. The Consultancy firms interested to participate in providing services of Project Management Consultants shall satisfy the following conditions with achieving minimum technical score indicated in the Data Sheet.

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
1	The bidder (herein after referred to as the (Consultant)) shall be a company incorporated in India under the Companies Act 1956/ 2013/ Partnership firm registered under Partnership Act/ Proprietorship act/ LLP.	Valid certificate of registration/ incorporation certificate/Partnership deed.
2	The bidder should have minimum experience of **5 years in the field of Electrical Engineering consultancy services** for providing overall project Supervision with Quality & Quantity Assurance to any State/Central Government and their undertakings departments/ Electrical Utility (Transmission/ Distribution) in India.	Experience certificate from the officer not below the rank of Executive Engineer or Equivalent of State/ Central Government and their undertakings departments/Electrical Utility (Transmission/ Distribution) in India.
3	The Consultant must have successfully completed the consultancy services of at least **Two Assignments** of **construction Supervision & Monitoring of 11KV distribution network up to 33 KV** in the preceding five years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) to any State/Central Government and their undertakings departments/ Electrical Distribution Utility in India. **Scores : (MAX – 30 Marks)** ▪ At least 2 (two) assignments = 20 marks. ▪ More than 2 (two) assignments = 5 marks each additional assignment subject to the maximum of 10 marks	Certificates from the officer not below the rank of Executive Engineer or Equivalent of concerned State/ Central Government and their undertakings departments/ Electrical Distribution Utility in India along with the Contract order copies.

<table>
<tr><th>Sl. No.</th><th>Proposed Qualifying Requirements</th><th>Documents to be uploaded</th></tr>
<tr><td>4</td><td>The Consultant should offer and make available all the key professional staff (the “Key Personnel”) having the requisite qualification & experience as detailed under and shall be full time employees in their consulting division/ business unit on the payroll.</td><td>Details shall be provided as per Data sheet of the bid document along with the payroll.</td></tr>
<tr><td></td><td colspan="2">
<table>
<tr><th>Sl. No</th><th>Key Professionals</th><th>Required Nos.</th><th>Working Experience on supervision/ construction in Electrical Infrastructure projects</th><th>Minimum and Maximum Marks required/per person.</th></tr>
<tr><td rowspan="2">1</td><td rowspan="2">Team leader (Graduate in BE Electrical Engg)</td><td rowspan="2">1</td><td>10-12 Yrs – 2.0</td><td rowspan="2">Min 2.0 – Max 4.0</td></tr>
<tr><td>>10 Yrs. – 4.0</td></tr>
<tr><td rowspan="2">2</td><td rowspan="2">Project Engineer (Graduate in BE Electrical Engg)</td><td rowspan="2">4</td><td>5-8 Yrs. – 1.0</td><td rowspan="2">Min 4.0 - Max 8.0</td></tr>
<tr><td>> 8 Yrs. – 2.0</td></tr>
<tr><td rowspan="2">3</td><td>Site Supervisors</td><td rowspan="2">19</td><td>3-5 Yrs – 1.0</td><td rowspan="2">Min 19.0 -Max 38.0</td></tr>
<tr><td>(Diploma/Graduate in BE Electrical Engg)</td><td>>5 Yrs – 2.0</td></tr>
</table>
</td></tr>
<tr><td>5</td><td>The Consultant should not have been Black-Listed/ banned/ suspended by any State Government/Central Government and their undertakings departments/ companies in India as on date of bid submission.</td><td>Notarized Self-declaration.</td></tr>
<tr><td>6</td><td>The Consultant should not have been defaulted/short closed due to non-performance in the consultancy services against the order placed any State Government/Central Government and their undertakings departments/companies in India as on date of bid submission.</td><td>Notarized Self-declaration.</td></tr>
<tr><td>7</td><td>The consultant should have the minimum annual turnover of Rs.610.00 Lakhs from the consultancy services during each of the last 3 (three) financial years (2020-21 to 2022-23) (2% of the project cost).

Scores : (MAX – 10 Marks)
Rs.610 Lakhs to Rs.700 Lakhs – 5 Marks.</td><td>Audited annual account statements/ P&L Statements for the certified by Statutory Auditor for the last 3 (three) financial years (2020-21 to 2022-23).</td></tr>
</table>

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
	Above Rs.700 Lakhs – 10 Marks.	
8	The consultant should have the **Liquid assets as on the date of NIT issued or later date before submission of bid** consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Commercial Bank shall not be less than **Rs.70.00 Lakhs** **Scores : (MAX – 10 Marks)** Rs.70 Lakhs to Rs.120 Lakhs – 5 Marks. Above Rs.120 Lakhs – 10 Marks.	The cash at bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the Bidder has banking facilities. **In case of Fund based credit facility,** the certificate issued by the Nationalized/Scheduled Bank duly mentioning **sanctioned limits, funds utilized so far and balance available** as **on the date of NIT issued or later date before submission of bid**. The balance available **on the date of NIT issued or later date before submission of bid** shall be **considered as availability of fund based credit facility.** If the Consultant has banking with more than one bank, then the available liquid assets shall be on same date from all the banks.
9	**Eligible consultant:** For determining the eligibility of Consultant, the following conditions are required to be satisfied: a. The Consultant should not have be under order of debarment from participating in a Proposal, and as on the last date of submission of Proposals. b. Consultant's contracts should not have been terminated during the last [3 (three)] financial years due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant. c. Consultant must not be insolvent, in	Notarized self- declaration in the prescribed format of the bid document.

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
	receivership, bankrupt or being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons. Conditions for submission of Proposal by a Bidder from a Country which shares Land Border with India. i. Any Bidder from a country which shares a land with India will be eligible to bid in this Proposal only if the Bidder is registered with the Competent Authority. "Bidder'' (including the term 'tenderer', 'consultant' or' service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. ii. "Bidder from a country which shares a land border with India" for the purpose of this RFP means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an	

Sl. No.	Proposed Qualifying Requirements	Documents to be uploaded
	entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. iii. A certificate for having read the above clauses is required to be submitted / uploaded by the Consultant separately in the prescribed format in the bidding document.	
10	Though the Consultant fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria.	Notarized self- declaration.

5. The Consultants should deposit an Earnest Money Deposit amount of **Rs.2,75,000/- (Rupees Two Lakhs seventy Five Thousand Only)** through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.
6. Tender Processing fee :As per stipulation in the e-procurement portal

SECTION- 2. INFORMATION TO CONSULTANTS

2.1 INTRODUCTION :

2.1.1 The Client named in the "Data Sheet" will select consultant among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

2.1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.7 BESCOM expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations

to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

2.1.7.2 As pointed out in para. 2.1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

2.1.8 It is BESCOM's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BESCOM:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BESCOM of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent

practices in competing for, or in executing, a BESCOM-financed contract; and

(e) Will have the right to require that, BESCOM to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

2.1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 2.1.8 (d).

2.1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail/e-procurement/post to the Client's address indicated in the Data Sheet. The Client will respond to such requests and will upload copies of the response in e-procurement only (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded in e-procurement only and will be binding on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

2.3 PREPARATION OF PROPOSAL

2.3.1 Consultants are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet.

Period of Validity of Proposals

2.3.2 The Data Sheet indicates how long the Proposal shall remain valid after the date of submission of Proposal.

2.3.3 The Consultant is not allowed to modify, vary, revoke or withdraw, the Proposal during the original or extended validity period. Further, during this period, the consultant is expected to keep available the key professional staff proposed for the assignment.

2.3.4 A Proposal valid for a shorter period than the period specified in Clause 2.3.2 above shall be rejected by the Client as non-responsive.

2.3.5 Before the expiry of original validity period, the Client may solicit the Consultant's consent to an extension of the period of validity. The request and

the responses thereto shall be made in writing or by e-mail or by fax or through Karnataka Public Procurement Portal.

Technical Proposal

2.3.6 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in e- procurement portal may result in rejection of a Proposal.

2.3.7 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iii) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(iv) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(v) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

2.3.8 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity,

and degree of responsibility held in various assignments during the last ten (10) years.

(vi) **(Not Applicable)** Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

2.3.9 The Technical Proposal shall not include any financial information.

Financial Proposal

2.3.10 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing),transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.3.11 The Consultant should quote their consultancy fee in the form of % (percentage) of the Estimated/Project Cost for the whole services as described in RFP, **including the all applicable** Taxes. The % quoted shall be with maximum 2 decimals and the Consultancy Fee shall be quoted by the Consultant in the slot provided on the Karnataka Public Procurement Portal. In Karnataka Public Procurement Portal, based on the percentage quoted by the Consultant in the Financial Proposal, the Consultancy Fee would be arrived in Indian Rupees only.

2.3.12 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

2.4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

2.4.1 Interested bidders shall login to https://kppp.karnataka.gov.in and follow the procedures and guidelines given there or call the e-procurement help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal will be through Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 A Consultant can bid for any one or all the packages, provided, the Consultant pays separate application fee and EMD for each package.

2.4.4 **EMD**

2.4.4.1 The Consultants are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

2.4.4.2 The Consultant can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

i) Credit Card
ii) Direct Debit
iii) National Electronic Fund Transfer (NEFT)
iv) Over the Counter (OTC)

2.4.4.3 The supplier/consultant's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favor of **e-Procurement, Government of Karnataka** and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For the details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.5 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

2.4.6 An authorized representative of the Consultant shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.7 The Consultant shall submit the bids separately i.e., **Technical and Financial** electronically online in Government of Karnataka e-Procurement portal.

2.4.8 Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

2.4.9 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.10 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

REFUND OF EMD

2.4.11 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the supplier/consultant registered in the e-Procurement system.

2.4.12 The earnest money deposit of unsuccessful Consultant will be returned after the award of proposal to the successful consultant.

2.4.13 The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.

2.4.14 The earnest money deposit may be forfeited:

(a) If the consultant withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
(b) If the Consultant does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or
(c) In the case of a successful Consultant, if the Consultant fails within the specified time limit to

(i) Furnish the required Security deposit; or
(ii) Sign the Agreement.

(d) In case of consultant submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

2.5 PROPOSAL EVALUATION

General

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

2.5.4 The client will carry out the technical evaluation of proposals of only the consultancy firms who satisfy the Pre-qualifying criteria stipulated in this RFP, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (TS). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. **Only those consultants who score the minimum qualifying marks indicated in the Data sheet will be considered for opening of price bids.**

Public Opening and Evaluation of Financial Proposals; Ranking

2.5.5 After the evaluation is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference in the e-procurement portal only .The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The date of opening of financial bid will be notified in e-procurement portal only.

2.5.6 The Consultant has to submit the Consultancy Fee in the form of % (percentage) of the Estimated/Project Cost in the Karnataka Public Procurement Portal.\

2.5.7 The quoted Consultancy Fee is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Consultant in carrying out the Services.

2.5.8 The Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.5.9 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have coasted all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

2.5.10 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations, if required.

2.6 NEGOTIATIONS

2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

2.7 Client's Right to Accept Any Proposal and to Reject Any or All Proposals

2.7.1 The Client reserves the right to accept or reject any Proposal or all Proposals, and to annul the selection process and reject all Proposals at any time prior to the award of Consultancy Agreement, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant of

the grounds for the Client's action and such action also caused to be published in the Karnataka Public Procurement Portal.

2.8 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful in e-procurement portal only. (para 2.5.3)

2.7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

2.9 PERFORMANCE SECURITY

2.8.1 Within 15 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in the forms of Bank Guarantee in the favor of **Chief General Manager (Ele), Projects, BESCOM for an amount equivalent to 5% (Five percent) of the Contract price.**

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

2.10 CONFIDENTIALITY

2.9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the successful Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Sl No	Section	Title	Details
1	2.1.1	Name of Client	BESCOM or its authorized representative.
2	2.1.1	**The method of selection is:**	**Least Cost Selection (LCS) Method. The financial bid proposals on the percentage basis of Estimated/Project Cost to arrive the consultancy Fee.**
3	2.1.2	Description of Assignment.	As per Terms of Reference.
4	2.1.2	Financial Proposal to be submitted together with Technical Proposal	YES
		Name of the assignment is:	"Construction supervision & monitoring of works with quality and quantity assurance, quality inspection of materials, verification & certification of bills, assessment of progress of works and pre & post analysis of the works pertaining works pertaining to the IP set works, feeder segregation works under Atal Bhujal yojane and for other works as desired by BESCOM in Tumkur circle, Chitradurga Zone, BESCOM"
5	2.1.3	The Assignment is Phased	No, the Assignment is continuous in nature.
6	2.1.4	A Pre Proposal Conference will be held :	Yes.
		Pre proposal conference time & date	Time & date as notified in the e-Procurement portal
7	2.1.4	A pre-proposal conference venue	O/o CGM, Projects, 4th floor, 2nd Block Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail: cgmproject.bescom@gmail.com
8	2.1.5	Clients Inputs	The description of the works proposed to be assigned, jurisdiction of works, assignment requirement expected from the Consultants. The Superintending Engineer (Ele) of circle and concerned C, O & M officials will provide the available information.

9	2.1.7.2	The Client envisages the need for continuity for downstream work	No.
10	2.1.10	Clauses on fraudulent and Corrupt practices	Contract will be terminated as per Sub-Clause2.7.1of General Conditions of Contract.
11	2.2.1	Clarification of any item of the RFP	Clarifications may be sought from Office of the Chief General Manager, Projects, corporate Office, BESCOM, KR Circle, Bengaluru on or before the dead line set for seeking clarifications. Email:**cgmproject.bescom@gmail.com** Also, Tenderer also can submit on line clarification through e-Procurement portal through query option on or before the deadline notified in E-portal.
12	2.3.1	Language of the Proposal	English
13	2.3.3 (i)	consultant participating in RFP may associate with other consultants	Consultant participating in RFP should not associate with other participating consultant.
14	2.3.3. (ii)	The estimated number of key and sub key professional staff months required for the assignment is:	The estimated number of key and sub key professional staff is indicated in Terms of Reference and scope of Consultant. **The services of these key personnel staff shall be available full time during the entire period of project Implementation. However, in case of delay in the implementation of the project the duration of the Consultant will be extended till the completion of the project.** **Manning Schedule :** **The project Management Consultants shall submit manning schedule of key professional staff, sub key professional staff and other supporting staff as per the requirement based on the approved action plan while signing the agreement.**
15	2.3.3. (iv)	The minimum qualification and experience required for the proposed key and sub key professional staff is:	As per Terms of Reference.
16	2.3.3. (vi)	Official Language Language of reports	English
17	2.3.4. (vii)	Training is an important feature of this Assignment	No.

<table>
<tr><td>18</td><td>2.3.4. (viii)</td><td>Additional Information in the Technical Proposal includes</td><td>NIL</td></tr>
<tr><td>19</td><td>2.3.8</td><td>Validity of Proposal</td><td>180 (One Hundred and Eighty) days from the last date of submission of proposal.</td></tr>
<tr><td>20</td><td>2.4.9</td><td>Last Date and time for submission of proposal</td><td>As notified in the Government of Karnataka e-Procurement portal</td></tr>
<tr><td>21</td><td>2.5.1</td><td>The address to send information to the Client is:</td><td>Chief General Manager (Ele),
Projects, Corporate Office,
BESCOM, KR Circle, Bengaluru.
Email:cgmproject.bescom@gmail.com</td></tr>
<tr><td>21</td><td>2.5.4</td><td>The number of points to be given under each of the evaluation criteria :</td><td>
<table>
<tr><th>Sl. No</th><th>Details</th><th>Points</th></tr>
<tr><td>a</td><td>The Consultant must have successfully completed the consultancy services of at least Two Assignments of construction Supervision & Monitoring of 11KV distribution network up to 33 KV in the preceding five years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) to any State/Central Government and their undertakings departments/ Electrical Distribution Utility in India.

Scores : (MAX – 30 Marks)
▪ At least 2 (two) assignments = 20 marks.
▪ More than 2 (two) assignments = 5 marks each additional assignment subject to the maximum of 10 marks</td><td>30</td></tr>
<tr><td>b</td><td>The consultant should have the minimum annual turnover of Rs.610.00 Lakhs from the consultancy services during each of the last 3 (three) financial years (2020-21 to 2022-23) (2% of the project cost).

Scores : (MAX – 10 Marks)
Rs.610 Lakhs to Rs.700 Lakhs – 5 Marks.</td><td>10</td></tr>
</table>
</td></tr>
</table>

				Above Rs.700 Lakhs – 10 Marks.	
			c	The consultant should have the **Liquid assets as on the date of NIT issued or later date before submission of bid** consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Commercial Bank shall not be less than **Rs.70.00 Lakhs** **Scores : (MAX – 10 Marks)** Rs.70 Lakhs to Rs.120 Lakhs – 5 Marks. Above Rs.120 Lakhs – 10 Marks.	10
			g	The Consultant should offer and make available all the key professional staff (the "Key Personnel") having the requisite qualification & experience as detailed under and shall be full time employees in their consulting division/ business unit on the payroll. (details vide under Table-1)	50
				Total	**100**
				The minimum technical score required to qualify is : 70 Points	
23	2.6.1	Location for Negotiations	At Clients Office		
24	2.7.2	Commencement of Assignment	Within 15 days from the date of work award.		
25	2.8.1	Performance Security	5% (Five percent) of the Contract Amount		

TABLE-1

Key personal scores break up details:

Sl. No	Key Professionals	Required Nos.	Qualification (Electrical Engineering)	Working Experience on supervision/ construction in Electrical Infrastructure projects	Minimum and Maximum Marks required/per person.
1	Team leader	1	Graduate in BE (Electrical Engg.)	10-12 Yrs – 2 >10 Yrs. – 4	Min 2.0 – Max 4.0
2	Project Engineer	4	Graduate in BE (Electrical Engg.)	5-8 Yrs. – 1 > 8 Yrs. – 2	Min 4.0 - Max 8.0

3	Site Supervisors	19	Diploma/BE in Electrical Engg.	3-5 Yrs-1 > 5 Yrs-2	Min 19 - Max 38

SECTION: 3 TECHNICAL PROPOSALS – STANDARD FORMS
(To be filled out and uploaded in the E-procurement portal)

3A. Technical Proposal submission form.

3B. Consultant's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition of task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Power of Attorney of Authorized Signatory

3H. Summary of the CV's of Key Staff Proposed

3I. Summary of bidder Annual Turnover.

3J: Summary of bidder Experience/Qualifications.

3K. Affidavit regarding correctness of information furnished and documents submitted.

3A. TECHNICALPROPOSALSUBMISSIONFORM

(On the letter Head of the Consultant)

[*Location, Date*]

*

FROM: (Name of Consultant)

To,

The Chief General Manager (Ele),
Projects, Corporate office,
BESCOM, Bangalore.

Sir,

Subject: **APPOINTING PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO IP SET WORKS, FEEDER SEGREGATION WORKS UNDER ATAL BHUJAL YOJANE AND FOR OTHER WORKS AS DESIRED BY BESCOM IN TUMKUR CIRCLE, CHITRADURGA ZONE, BESCOM"– Regarding Technical Proposal.**

We, the under signed, offer to provide the consulting services for the above in accordance with your Request for Proposal notified in the e-procurement portal as Enquiry No: **BESCOM/2023-24/SE0108 Dated: 15.02.2024.** We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal encrypted in Government of Karnataka e-Procurement portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____
Name of Consultancy:_____
Address: _____

3B. CONSULTANT'SREFERENCES

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	value of works for which consultancy services is obtained : (Indian Rs): Value of the consultancy contract :
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	No. of Staff:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy:_____
Address: _____

Note: Along with this format, the Experience certificate from the officer not below

the rank of Executive Engineer or equivalent of the concerned utility shall be attached.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTANT'SNAME:

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a. *Technical Approach and Methodology: In this chapter the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b. *Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

c. *Organization and staffing .In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff : [Team leader/Project Engineer/Site supervisor]

Name of Staff	Qualification	Year of Experience	Position Assigned	Task Assigned

2. Support Staff

Name of Staff	Qualification	Year of Experience	Position Assigned	Task Assigned

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy:_____
Address: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned:
[List all tasks to be performed under this assignment]

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.*]

Education:
[*Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.*](Copy of the degree/PG certificate shall be attached)

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.*] (copy of Experience certificate shall be attached)

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of staff member & Signature:

Date:
Place:

Full name of the Consultant and Signature of Authorized Signatory

Date:
Place:

3G. Power of Attorney of Authorized Signatory

(To be executed on appropriate non judicial stamp paper)

We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …….. son/daughter/wife of …….. and presently residing at ……., who is presently employed with **us** and holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid **" FOR APPOINTING PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO IP SET WORKS, FEEDER SEGREGATION WORKS UNDER ATAL BHUJAL YOJANE AND FOR OTHER WORKS AS DESIRED BY BESCOM IN TUMKUR CIRCLE, CHITRADURGA ZONE, BESCOM"** by the Chief General Manager (Ele), Projects, Corporate office, BESCOM (the "Chief General Manager (Ele), Projects, BESCOM/Superintending Engineer (Ele) of the circle herein after refer to as the CLIENT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Consultancy Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2024

For

……

(Signature, name, designation and address)

Witnesses:
1.
2. (Notarised)

Accepted
.....
(Signature)
(Name, Title and Address of the Authorized Signatory)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3 H. SUMMARY OF THE CV's OF KEY STAFF PROPOSED:

Sl no	Proposed position & Name	Qualification		Over all Experience	Experience with Firm	Involved in No. of Electrical Infrastructure Projects	Years of experience in Electrical Infrastructure projects
		Graduate in Electrical Engg.	Post Graduate in Electrical Engg.				
I	Team Leader (1No.)						
1							
II	Project Engineer (04Nos.)	Qualification		Over all Experience	Experience with Firm	Involved in No. of Electrical Infrastructure Projects	Years of experience in Electrical Infrastructure projects
		Graduate in Electrical Engg.	Post Graduate in Electrical Engg.				
1							
2							
III	Site Supervisor (19 Nos.)	Qualification		Over all Experience	Experience with Firm	Involved in No. of Electrical Infrastructure Projects	Years of experience in Electrical Infrastructure projects
		Diploma Electrical Engg.	Graduate in Electrical Engg.				
1							
2							

3I. SUMMARY OF BIDDER ANNUAL TURNOVER :

Name of the Consultant	Turnover of the Consultant				
	2018-19	2019-20	2020-21	2021-22	2022-23

3J : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	Name of the Bidder	Name of the Client	Name of the consultancy projects completed in the last 05 years	Award reference (date & No.)	Value of the consultancy contract in INR Lakhs	Value of the project in INR in Lakhs	Date of commencement	Date of completion
1								
2								
3								
4								
5								
6								
7								

3K. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We.....residing at .....(*Address*)Authorized Signatory/Proprietor /Partner/ Director of M/s.....situated at .... (*Address)* hereby solemnly declare as under:

1. That I/We have submitted my/our tender for ..... in response to Invitation to Tender No..... issued by ..... On the e-procurement portal https://kppp.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   (a).....
   (b) .....
   (c) .....
   (d) .....
   (e) .....
   (f) .....

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc,;

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy:_____
Address:

SECTION - 4. FINANCIAL PROPOSAL – STANDARDFORMS

(To be filled out and uploaded in the Technical Part in the E-procurement portal without disclosing the financial offer)

4A. Financial Proposal submission form.

4B. Summary of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To,

The Chief General Manager (Ele),
Projects, Corporate office,
BESCOM, Bangalore.

Sir,

Subject: "**APPOINTING PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO IP SET WORKS, FEEDER SEGREGATION WORKS UNDER ATAL BHUJAL YOJANE AND FOR OTHER WORKS AS DESIRED BY BESCOM IN TUMKUR CIRCLE, CHITRADURGA ZONE, BESCOM"** – Regarding Financial Proposal.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on e-procurement portal in the financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy:_____
Address: _____

4B. SUMMARY OF COSTS

(Inclusive of GST& all applicable taxes)

Sl No.	Description	Percentage
1	The bidder shall quote their bid in percentage including viz. Remuneration of key staffs, transportation, duty travel to site, internet charges, office expenditure and other miscellaneous complete **the Assignment as a PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO IP SET WORKS, FEEDER SEGREGATION WORKS UNDER ATAL BHUJAL YOJANE AND FOR OTHER WORKS AS DESIRED**	**The % quoted for the consultancy services is entered on e-procurement portal in the financial bid offer, which is inclusive of all applicable taxes.**

Important Note: The bidder shall quote their financial bids in the percentage only. The total cost of the consultancy is the percentage quoted on the cost of the project. Payments shall be made as per stipulations of the Special Conditions of Contract.

The breakup rates for the various consultancy activities are detailed under, to facilitate assessment of payment to be made towards the activities performed by the consultant:

Sl. No.	Description of activity	Percentage (%)
(a)	(i) Witnessing the Acceptance test of materials in the manufacturer's premises.	
	(ii) Physical verification of the materials work site of turnkey contractors	
	(iii) Certification for having used the inspected materials in the proposed work by turnkey contractors.	
(b)	Supervision of works	
(c)	Measurement and turnkey contractor's bills certification	
(d)	Commissioning of the works	
(e)	Preparation of reports and documentation	
(f)	Submission of Pre and post analysis/Closure report	
	Total contribution	**100%**

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy:_____
Address: _____

SECTION 5: TERMS OF REFERENCE

1. **BACKGROUND**
2. **A CONCISE STATEMENT OF OBJECTIVES**
3. **AN OUTLINE OF THE TASKS TO BE CARRIED OUT**
4. **SCHEDULE FOR COMPLETION OF TASKS**
5. **DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**
6. **FINAL OUTPUTS (I.E., RFPORTS, DRAWINGS ETC) THAT WILL BE REQUIRED OF THE CONSULTANT**
7. **COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK**
8. **PROCEDURE FOR REVIEW OF PROGRESS RFPORTS, INSPECTION, STATUS, FINAL DRAFT AND FINAL RFPORTS**
9. **LIST OF KEY AND SUB KEY PROFESSIONSAL STAFF.**

5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 BACK GROUND :

BESCOM is one of the five Electricity Distribution companies currently functioning in the state of Karnataka. The company caters power to eight districts with a total area of 41092 sq. KMs and having a consumer base of around 100 Lakhs consumers. The company is divided into three zones (Bangalore Metropolitan Area Zone, Bangalore Rural Area Zone and Chitradurga Area Zone).

5.1.1 **Nature of works to which services is rendered:**

- Providing electrical infrastructure to regularized IP sets by extending HT/LT Line, erection of Distribution Transformers:
  This project envisages for creating Electrical infrastructure to the regularized IP consumers on extending 11KV line nearer to the load center by reducing HT/LT ratio and installing 25 KVA distribution transformer for a cluster of Two IP sets depending upon the connected load, so that the transformer should not be under loaded/overloaded.
- Segregation of Agricultural Load from Mixed load feeders and running independent 11kV Feeders, LT line and erection of Distribution transformers to Agricultural loads under Atal Bhujal Yojana.
- Any other works as desired by BESCOM.

5.1.2 **The approximate cost of IP set works, feeder segregation works under Atal Bhujal yojane and other works which will be proposed by BESCOM during the period of two years is detailed below:**

SL No	Name of the Package	Name of the District	Name of the divisions covered	Project Cost of the package in Rs. Crores
1	Tumkur circle	Tumkur	Tumkur	**306.00**
			Tiptur	
			Madhugiri	
			Kunigal	

5.2 A CONCISE STATEMENT OF OBJECTIVES:

The objectives of the consultancy services are:

a) To ensure high quality construction is achieved with full compliance to the engineering designs and drawings, technical specifications and other contract documents within the specified time schedule.
b) To monitor the pre-construction activities.
c) To assist in taking remedial actions to avoid slippages, cost overruns, delays by the contractor.
d) To demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work
e) To ensure safety during construction and adherence to all environment management regulations prescribed under the Contract
f) To ensure that effective Contract Administration is achieved.

5.3 AN OUTLINE OF THE TASKS TO BE CARRIED OUT

5.3.1 **Scope of services: Construction Supervision and Project Management:**

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience. The Services will include but not be limited to the following:

1) Verification of detailed survey reports prepared & submitted by the turnkey contractor and assistance to concerned officer in charge in approving the survey reports.
2) Verification of the estimates of the proposed works.
3) Material inspection of 50% of the approved survey/DWA quantity of the materials insisted by the CLIENT at the manufacturer's factory site and certification for having used the same materials in the proposed work by turnkey contractors.
4) 100% inspection of materials for quality and quantity as per standards at contractor's store and certification before execution of works.
5) Ensuring the quality of materials used by the turnkey contractors.
6) Supply chain Management of the materials.
7) Work monitoring and supervision during the construction.
8) Recommendation to rectify the errors/defects noticed during the construction.
9) Furnishing work wise and item wise inspection reports with clear recommendation regarding the quality, quantity and workman ship of the works.
10) Ensuring the quality of work executed by the turnkey contractor.
11) Ensuring Progress of the work as per the pert chart submitted by the Contractor.
12) Review of the progress achieved on par with the program as well as their finding and suggestions for improvement.
13) Review of the action on the suggestions/recommendations made during the work progress.
14) Assisting the CLIENT during work inspection.
15) Co-ordination with all executing agencies for timely completion of the Project & to avoid overrun of the Project cost.
16) Submission of Physical & financial reports on **fortnightly/monthly** basis as suggested/required by the Client.
17) Coordinating monthly meeting to discuss the progress and other problems with the contractors and BESCOM authorities Taking suitable action on instructions given by CLIENT in meetings and inspections.
18) Ensuring safety precautions followed by the contractors.
19) Measurement of the material supplied, works executed by the turnkey contractor and certification of the bills submitted by the turnkey contractor.
20) Assistance to CLIENT for verification the bills and check measurement.
21) Checking the as built drawings submitted by the turnkey contractor after completion of works.

22) Submission of as build drawing after completion of the work in coordination with the contractor duly indicating the depth of the cable laid.
23) Assisting Turnkey contractors in getting approval from the statutory bodies.
24) Ensuring the returning of the released un-utilized materials to the store and its accounting.
25) Submission of Pre and post analysis report duly indicating the benefits acquired from the project.
26) Preparation and submission of all reports required by CLIENT and reports required to be submitted to various agencies including government.
27) Assistance to CLIENT in taking inventory of the completed works and taking over of assets.
28) Preparation of work completion reports.
29) Responding to the Public grievances.
30) Preparation & submission of Project closure reports.
31) Reports to be submitted to scheme funding agencies if any.
32) Any other task assigned by the CLIENT in reference to the project.

5.3.2 ADDITONAL INSTRUCTIONS:

1. If the Consultant Considers any item of work is substandard of unacceptable he shall inform the BESCOM in writing providing full justification there off with all necessary supporting data and also recommend measures to be taken up to set right the defects noticed.
2. The consultant to respect the works on substantial completion before payment of final bill and take care to intimate to the BESCOM any outstanding work to be carried by the Contractor.
3. The Consultants has to assist the BESCOM during review of progress with the contractor indicating short fall and corrective measure needed if any.
4. The Consultant shall issue interim quality and quantity certificates for progressive payment to the contractors and certify completion of parts or the totality of the works.
5. The Consultant undertakes to carry out the assignment in accordance with the highest standard of profession and ethical competence and integrity, having due regards to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
6. After completion of the work, the final bill of the work shall be prepared by the contractor and consultant has to check the quality, quantity and certification of bills and final certificate regarding the satisfactory completion of all items of work and the quality of work executed has to be submitted to the BESCOM, before final payment to the Contractor.
7. The Consultant shall perform all other tasks not specifically mentioned above but which are necessary and essential for successful completion of the works and supervise and control all construction activities in accordance with the terms reference.
8. If any doubt arises regarding the quality test conducted by the consultant, the BESCOM has liberty to get re-tests done by any other Third party consultant and for lapses on the part of consultants will result if forfeiting Payments to consultant in respect of such inspection reports by the BESCOM.

9. If the Agency is required to impart technical knowledge required for the execution of work, the same shall be done without any extra cost for the works included in the subjected tenders.
10. The technical supervision of work is the responsibility of the consultant to ensure the quality and quantity in conformity with the standards and Specification of BESCOM/IS/IEC.
11. The consultant shall bear all the expenses of his staff deputed for inspection of materials at the factory site.

5.3.3 Interaction with Client

5.3.3.1 The Superintending Engineer (Ele), O & M Circle shall be the representatives of the CLIENT to deal with Consultants in day to day work and instructions given by them in writing shall be valid and has to be honored by the Consultant.

5.3.3.2 During entire period of services, the Consultant shall interact continuously with Client and their representatives and provide any clarification regarding methods being followed and carry out modification as suggested by Client. A programme of various activities shall be provided to Client and prior intimation shall be given to Client regarding start of key activities so that inspections of Client officials could be arranged in time.

5.3.3.3 The Client officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.

5.3.3.4 All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

5.3.3.5 Consultant shall make presentation covering all the details of works at all required levels at CLIENT whenever called for.

5.4 SCHEDULE FOR COMPLETION OF TASKS :

5.4.1. The Consultancy contract period shall be for a period of 24 months. However, in case of delay in the Implementation of the proposed works under the contract the duration of the Consultant will be extended till the completion of the proposed works at the same terms and condition of the contract. No incremental payment for such extension.

5.5 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT :

5.5.1 The BESCOM will provide the following documents pertaining to the works.
   a. Details of projects/scheme/work.
   b. Tender documents of the works.
   c. Work award issued to the Contractors.
   d. Any other related details/documents available pertaining to the works.

5.5.2 The consultant has to execute the Non-disclosure agreement with the BESCOM before collecting any information pertaining to the works.

5.5.3 The Consultant will be responsible for making his own arrangements for all his accommodation (including the office of the Team Leader and associated staff stationed in Bangalore and his site staff). The consultant should also make his own arrangements for T&P, Measuring Equipment's, office furniture, stationeries, photocopiers, communication facilities like

telephones, web connections, facsimiles, etc. including maintenance thereof vehicles for transportation of office staff/ field staff and expenses of staff deputed for material inspection at factory site etc.

5.6 FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT :

The Consultant will prepare and submit to the Client in required number of copies of each of the following reports:

(a) Inception Report: The consultant will submit an Inception Report at the end of first month containing full details of deployment of office & personnel.

(b) Construction Supervision Manual: The construction Supervision Manual shall include detailed project procedures for efficient and time-bound implementation of the project and for progress monitoring and quality control. This Manual shall be submitted within three months of the commencement of the consultancy services.

(c) Monthly Report: The Consultant shall submit monthly Progress Report by the every fortnightly of the month. The progress report shall include the following so that progress could be monitored by the Client/ Client's Representative

i) problems encountered (administrative, technical or financial) and recommendations to overcome,
ii) Analysis of the resources such as Men, Material and Machinery mobilized by the Contractor
iii) Physical and Financial Progress of the works and Comparing the same with the agreed programme of the contractor.
iv) Suggestions for the shortfalls, if any, in the achieved progress
v) status of WORKS, removal of encumbrance, safety precautions and traffic diversion during construction,
vi) Summary of the quality control and assurance
vii) List and details of the various inspection notes given by the concerned officers
viii) Details of Project review meetings held at sites
ix) Project Photographs indicating various site activities in the order of progress of work sequentially.
x) Attendance sheet of the key and technical personnel deployed by the consultant in the field etc.,

(d) Quarterly Progress Report: Consultant will prepare a comprehensive report summarizing all activities as cited above at the end of each quarter.

(e) Project/works Completion Reports: Consultant will prepare a comprehensive completion report for the contract within 15 days of issuance of Completion Certificate for the individual work and within 30 days of issuance of Completion Certificate for the entire contract. The report shall summarize all relevant issues pertaining to the package in the format acceptable to the Client.

(f) Pre and Post analysis report: Consultant will prepare the pre and post analysis of the project by comparing the data of at least six months before and after completion of the project. The report shall be submitted within the expiry of the defective liability period of this contract.

(g) Any report required on the project/works shall be submitted by the consultant at no extra cost.

Note: A soft copy of the all above mentioned reports shall be made available to the client as and when the reports are submitted.

5.7 COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK:

5.7.1. The Progress of the work will be reviewed by the CLIENT on every month.

5.8 PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS :

5.8.1 The Project completion reports and analysis report submitted by the consultant will be reviewed by the committee comprising of the following officers of the client:

1. The Chief General Manager (Ele), Projects, BESCOM.
2. The Chief Engineer (Ele) of the respective zone, BESCOM.
3. The Superintending Engineer (Ele), O & M Circle, BESCOM
4. The Executive Engineer (Ele), O & M division of the circle, BESCOM.

The Committee will review the reports submitted by the consultant, offer suggestions and modifications, required if any, within three weeks of its submission. The Committee will be the sole authority to accept the reports. The Committee may also hold meetings with the consultant if necessary to discuss the reports.

5.9 LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED:

5.9.1. The Consultant shall field a Team of highly experienced and skilled professionals, who can handle the tasks in the most professional manner. The qualification and experience of the key personnel will determine technical qualification in the Least Cost selection (LCS) method. The proposed key technical personnel for the package and details are as under:

Key Professional Staff who's C.V. will be evaluated:

(a) Team Leader	: 01 No
(b) Project Engineers	: 04 No's
(c) Site supervisor	: 19 No's

Supporting Staff who's CV need not be submitted:

The following categories are only indicative and the consultant may decide upon the requirement based on the scope of work:

(a) Data Entry operators
(b) Office assistants

Note:

1. The consultant has to deploy a minimum of the number of key professional staff as detailed above for the consultancy work. Any additional personnel required to meet the time schedule of the assignment shall be deployed by the consultant at the mutual agreement.

2. If the Consultant obtain more than one package, then the consultant has to deploy sufficient staff (to mentioned for each package) for better output of the work, if not BESCOM has powers to penalize the consultant for the less staff that prescribed in the technical bid.
3. The maximum age limit for Key Personnel staff shall not be more than 65 years. The Curriculum Vitae of the personnel above the permissible age will not be considered for evaluation.
4. The client expects that all the proposed key personnel should be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances with prior approval from the client.

5.9.2 Key Professional Staff duties and Qualifications:

(a) The Team Leader: 1No

Duties: The Team leader herein after referred to as the (Chief Project Manager) will reside at head quarter of a circle on a full time basis throughout the period of the construction supervision services for Construction Works Contract. He will be overall in-charge of the consultant activity and coordinate with all the other staff. He shall act as a ' Chief Project Manager ' on behalf of the consulting firm appointed by the client. He shall be directly responsible for coordinating the construction program i.e. various works proposed for being carried out under stipulated specifications/manuals etc. For this purpose, he shall be assisted by Key Professionals and other support engineers/personnel. He shall deal directly with the key Professionals and other support staff to ensure that the construction process is well controlled as per established specification controls. He will interact with the client.

Qualifications and Experience: He must be a graduate in Electrical engineering and Post-graduate in Electrical engineering/Graduate in Electrical Engineering with MBA will be given more weightage. He should be well versed in managing the electrical infrastructure contracts related distribution networks. He should have at least 10-15 years of professional experience on supervision/ construction of electrical infrastructure projects. The candidate should have a proven record of managerial capability through the directing/managing of major electrical infrastructure works. Knowledge of international ‘best practices’ in latest conditions of contract, construction, contract management and construction technology is important. He should have previously worked as Team Leader or in similar capacity on at least two electrical infrastructure to any utility. He should not have any enquiries pending against him, and should not involve in any criminal cases.

(b) Project Engineer: 4 No's

Duties: The Project Engineer will be in-charge at the field level for supervision and coordinate with the site supervision team members regularly. He shall be directly responsible for regulating the construction process being carried out. He will assess the need for any minor design modifications and interact with the Team Leader's offices for necessary approvals. He will report to the Team Leader on a day to day basis regarding the progress of works. He will also be the Consultant's nodal officer on field and liaise with client's field Executive Engineers and other staff, in terms of right of way clearances and assist in getting any other required approvals from any statutory authority. He will suggest a better/economical alignment of the feeder after study of the survey report and verification of the contractor's bill with the bill of quantities in line. Additionally he will inspect and witness testing of materials of turnkey contractors in the manufacturer's site and report the test results.

Qualifications and Experience: The Project Engineer will be a graduate in Electrical Engineering with minimum 5-8 years professional experience on supervision/construction of electrical infrastructure projects. Knowledge and experience in similar works as well as contract management procedures appropriate for similar projects is important and post graduate qualification in Electrical engineering will be given more weight age. He should not have any enquiries pending against him, and should not involve in any criminal cases

(c) Site supervisor: 19 No's

Duties: He will be reporting to the project manager on day to day working. His responsibilities will be supervision of the works executed by the turnkey/executing contractor and in the areas of quantity surveying / processing of the invoices etc. He will be responsible for reporting all measures required controlling the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will prepare the progress reports as per the project requirements. For the purpose, he will be required to get the quantity measurements checked in all items of works executed in different stages for calculations required for payment purpose. He will be required throughout the currency of the project. He will be responsible for proper utilization of the materials, quality of the works and to ensure that the contractor adheres to the safety norms required for execution of the works. He will carry out 100% measurements of the supplies and works and record/certify the quantities for billing and verify the bills of turnkey

contractors. He will also suggest a better/economical alignment of the feeder after study of the survey report.

Qualifications and Experience: The candidate should be at least a diploma holder/graduate in electrical engineering with a minimum of 3-5years' experience on supervision/construction of electrical infrastructure projects. He should have the knowledge of estimating, preparation and processing of the invoices, analysing rates, checking survey details etc. of the projects. He should not have any enquiries pending against him, and should not involve in any criminal cases.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

Between

_____
[Name of Client]

And

_____
[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made the _____day of the month of**.....**2020 between, on the one hand, The Chief General Manager (Ele), Projects, BESCOM, ----------(herein after called the "Client") and, on the other hand**,.....**(herein after called the "Consultants").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel and Sub-consultants
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of Guarantee for Advance Payments

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract;
   And
   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of

Contract;

(f) "Government" means the Government of

Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", shall be the authorized representative of the Consultant specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) **(Not applicable)** "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) **(Not applicable)** 'Third party" means any person or entity other

than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the

Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client:**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultants (or any of their Members) become insolvent or bankrupt;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants:**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving

written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of termination or expiration;

(ii) The obligation of confidentiality set forth in Clause GC 3.3

hereof; (iii)

Any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;

(b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and

(c) Any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client

or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) Assist the Consultants and the Personnel employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Consultants, Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments (Deleted)

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes

arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT (SCC)

	GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	1.1(h)	The Member in Charge is NOT APPLICABLE.
	1.4.1	The addresses are: Client: During Tendering, Office of the Chief General Manager (Ele), Projects, Corporate office, BESCOM, K. R Circle, Bangalore-560001. E-mail: cgmproject.bescom@gmail.com After awarding: Respective Superintending Engineer (Ele), O & M Circle, BESCOM.
	1.4.2	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery; (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
	1.6	The Chief General Manager (Ele), Projects, Corporate office, BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. Consultant shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution The authorized representatives for client: **The Chief General Manager (Ele), Projects,** **Corporate office, BESCOM**
	1.7.1	The Consultancy service is inclusive of GST and applicable taxes and The Consultants shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Any Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Processing of the tender/during the pendency of work award/during Contractual period/during extended period would be to the account of the Client.
	2.1	The date on which this Contract shall come into effect is: *From the date award of the contract*.
	2.2	The time period shall be 15 days from the date of award of the contract.
	2.3	This contract shall be expired after the defective liability period of 60 months from the date of completion of the project. **Services during the Defects Liabilities period :** During this period, the Consultant shall undertake the following: a) Inspection of major materials periodically and report to the client regarding status/defects observations in the system and any

	maintenance works to be carried out by the contractor. b) Inspection of works prior to the expiry of the Contractor's defects liability period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to client as to the date of the Final Inspection of Works. c) Carrying out Final Inspection of Works together with representatives of the client and the Contractor. d) Assist in preparation of taken over certificate. e) Preparation of Final Payment Certificate. f) Preparation of project closure reports
2.7.1	(e) **Performance of Consultant :** i. Consultant is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractors. Any failure of Consultant in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non-adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference amounts to nonperformance of the Consultant. In such a condition, Client has the right to en-cash the performance security and terminates the contract. ii. If the Consultant fails to deploy the key and sub key manpower as agreed in the terms of reference, will amount to non-performance of consultant. In such a condition, Client has the right to en-cash the performance security and terminates the contract. iii. During the execution of works; if the Consultant fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Consultant team the same shall be treated as non-performance of contract. iv. If the consultant fails to submit the reports as per the terms of reference within the time frame prescribed, will attract a penalty of Rs. 100 per day. However if the delay is more than a month Client has a right to en-cash the performance security and terminate the contract.
3.4	The risks and the coverage's shall be: (1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988,inrespect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel, for the period of Consultancy; (2) Third Party liability insurance for the period of Consultancy; (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well

		as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
	3.5(c)	As defined in Terms of Reference (TOR).
	3.7	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
	3.8	Equipment and Materials furnished by the Client: Nil The required equipment and materials are to be procured by the Consultant.
	4.2	Within one week from the date of approval issued by the client.
	5.1.(d)	Clause 5.1 (b) is not applicable.
	6.2	The amount of Contract is the approved cost of the consultancy service inclusive of applicable GST and which is arrived based on the approved percentage quoted on the project cost.
	6.4	Payments shall be made according to the following schedule: **<u>Terms of Payment:</u>** The payment to Consultant shall be paid in prorate to the deliverables of the consultant as per the terms of reference in the following manner. • **100% of the Consultancy contract amount shall be paid up on the completion and commissioning of the individual work wise basis by the concerned turnkey contractor and after obtaining the approval from the Electrical inspectorate BESCOM for the work subject to certification from the Executive Engineer (Ele) O & M Division/Assistant Executive Engineer (Ele), O & M Subdivision, BESCOM.** **The Payment shall be made on actual basis for the service rendered and along with the above certificate, the following certification is required,** **1. Certification from the SEE, circle office for the activities performed, which are listed in clause 6.4 Note (2), SCC.** **2. Attendance certificates of site engineers/Project Engineers/Team leader counter signed by SEE, circle office.** **All payments towards the consultancy service will be made at the Concerned Division.**

Note: 1. The cost of the consultancy contract amount in the above payment schedule shall be calculated based on the percentage approved on the project cost. The approved percentage will be applied on the total cost of the individual work to arrive the consultancy contract amount of the individual work.

2. If any of the following activities are not performed by the contractor due to such activities are completed before the appointment of the consultant, in such cases, the percentage of sharing indicated by the consultant for the activity will not be paid.

Sl. No.	Description of activity
(a)	(i) Witnessing the Acceptance test of materials in the manufacturer's premises
	(ii) Physical verification of the materials at work site of turnkey contractors.
	(iii) Certification for having used the inspected materials in the proposed work by turnkey contractors.
(b)	Supervision of works
(c)	Measurement and turnkey contractor's bills certification
(d)	Commissioning of the works
(e)	Preparation of reports and documentation
(f)	Submission of Pre and post analysis report

Illustration :

Suppose the Project cost say INR 300 lakhs and the percentage approve for the consultancy on project cost say 0.2%, then the consultancy charge would be = 300*0.2%=0.6 Lakhs.

In the project, one of the individual work cost say 100 Lakhs, then the consultancy charge for that work would be =100*0.2% =0.2 Lakhs.

If the contractor completed the survey works and approved by the client before the appointment of the consultant and inspection of materials and any other activates, then the payment towards such activates will not be considered and payment will be made based on the activities performed by the consultant in the individual work based on the percentage of sharing indicated in the tender for the activities mentioned in the summary of costs (4B).

6.5	Not applicable.
7.2	Disputes shall be settled by arbitration in accordance with the following provisions.
7.2.1	Selection of Arbitrators: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing

		agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Managing Director, BESCOM, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Managing Director, BESCOM, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi. (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	7.2.2	Rules of Procedure : Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India
	7.2.3	Substitute Arbitrators If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
	7.2.4	Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	7.2.5	Miscellaneous In any arbitration proceeding hereunder: (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore. (b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and

		binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
	8.	**Performance Security:** 8.1 The consultant shall provide guarantee for the performance of the contract within 14 days after the receipt of the Letter of intent to ward. The Performance security shall be in the form of an unconditional Bank guarantee issued by a scheduled bank located in India amounting to **5% of the consultancy Contract value** and in the format prescribed or in such other format as may be agreed between the client and the consultant. The cost and complying with the requirement of this clause shall be borne by the consultant. No interest will be payable on the Performance security. 8.2 The Performance Bank Guarantee shall be valid until the Consultant has executed and completed the works therein in accordance with the Contract at least for a period of one year after the project completion. 8.3 Claims Under Performance Guarantee Prior to including a claim under the performance Guarantee the Client shall in every case notify the consultant stating the nature of the default in respect of which the claim is made
	9	**Penalty:** a) If any of the work executed found uneconomical way, then a penalty of amount equivalent to the excess payment made to the turnkey contractor plus the value of the material consumed for the excess work will be recovered/deducted from the bills payable to the PMC. b) Reports as desired and defined by CLIENT and within the timeframe agreed shall be submitted. If the reports are not furnished within the time frame fixed by CLIENT and agreed upon by the consultant a penalty of 0.5 percent per week of the amount breakup provided for furnishing reports will be recovered/deducted from the bills payable. c) Penalty at the rate of 0.5% of the amount payable for the delay in performing the activity per week subject to a maximum of 10% of the contract value.
	10	**Time period for various activities:**

Time period for various activities:

Sl. No	Activity	Time period for completing the activity
1	Inspection of materials in the manufacturer's premises and certificate for acceptance of the material.	1. Two working days if the inspecting site is less than 200km's from the place of works. 2. Four working days if the inspecting site is more than 200kms but less than 500 km's from the place of works 3. If the inspecting site is outside the state of Karnataka then Four working days.
2	Accounting of materials at contractor stores and report for having supplied the same materials tested at the factory site.	Within Two days from the receipt of materials at the contractor site.
3	Measurement verification of the turnkey contractor bills.	Within seven days from the date of bills submitted by the contractor.
4	Completion reports	15 days for individual works and 30 days for final completion of the project.
5	Pre-post analysi/Closure report	Within expiry of the defective liability period.

IV. APPENDICES

Appendix A: Description of the Services

Refer: Terms of reference and special conditions of the contract.

Appendix B: Deliverables by Consultants and performance of Consultants

Reporting Requirements:

Sl. No	Report	To be submitted to
1	Inception report(Both in Hard and soft copy)	1. The Chief General Manager (Ele), Projects, BESCOM. 2.The Chief Engineer (Ele), of respective zones, BESCOM. 2. The Superintending Engineer (Ele), O & M Circle, BESCOM. 3. The Executive Engineer (Ele), O & M Division, BESCOM 4. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
2	Construction supervision Manual (Both in Hard and soft copy)	1. The Chief Engineer (Ele), of respective zones, BESCOM. 2. The Superintending Engineer (Ele), O & M Circle, BESCOM. 3. The Executive Engineer (Ele), O & M Division, BESCOM. 4. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
3	Report on the Survey report submitted by the turnkey contractor after verification. (Both in Hard and soft copy)	1. The Executive engineer of the Division for the division. 2. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
	Material Inspection report	1. The Superintending Engineer (Ele), O & M Circle, BESCOM. 2. The Executive Engineer (Ele), O & M Division, BESCOM. 3. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
5	Monthly progress report (Both in Hard and soft copy)	1. The Superintending Engineer (Ele), O & M Circle, BESCOM. 2. The Executive Engineer (Ele), O & M Division, BESCOM. 3. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
6	Quarterly progress report (Both in Hard and soft copy)	1. The Chief Engineer (Ele), of respective zones, BESCOM. 2. The Superintending Engineer (Ele), O & M Circle, BESCOM. 3. The Executive Engineer (Ele), O & M Division, BESCOM. 4. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
7	Completion report along	1. The Superintending Engineer (Ele), O & M

	the as build drawings (Both in Hard and soft copy)	Circle, BESCOM. 2. The Executive Engineer (Ele), O & M Division, BESCOM. 3. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.
8	Pre and post analysis report (Both in Hard and soft copy)	1. The Superintending Engineer (Ele), O & M Circle, BESCOM. 2. Assistant Executive Engineer (Ele), O & M sub division, BESCOM. 3. Assistant Executive Engineer (Ele), O & M sub division, BESCOM.

In addition to the above mentioned reports any other report with respect to subject works that may be required to be furnished to any financial institution agency and Government (state and central) is to be submitted within a reasonable period of time.

Appendix C: Key Personnel

Refer: Terms of reference.

Appendix D: Services and Facilities to be provided by the Client

Refer: Terms of reference

Appendix E: Breakdown of Contract Price in Indian Rupees

Refer: Financial proposal submission form.

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANKGUARANTEE)

(Clause-2.9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……**Date: **……**

To,
The Chief General Manager (Ele),
Projects, Corporate office,
BESCOM, Bangalore.

WHEREAS**……**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract "**FOR APPOINTING PROJECT MANAGEMENT CONSULTANTS (PMC) FOR PREPARATION OF DETAILED PROJECT REPORT, CONSTRUCTION SUPERVISION & MONITORING OF WORKS WITH QUALITY AND QUANTITY ASSURANCE, QUALITY INSPECTION OF MATERIALS, VERIFICATION & CERTIFICATION OF BILLS, ASSESSMENT OF PROGRESS OF WORKS AND PRE & POST ANALYSIS OF THE WORK PERTAINING TO ACTION PLAN AND OTHER WORKS IN TUMKUR CIRCLE, CHITRADURGA ZONE, BESCOM".** Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [Amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…… (Rs ……) And the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and Seal of the Guarantor..... In presence of
Name and Designation
(Name, Signature &Occupation)

Name of the Bank
Address
(Name & Occupation)

Date.....

Note: This format is for the information of the consultant and is not to be completed and uploaded on the e-procurement portal.

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be furnished on the Bidder's Letter Head)

Ref ..... Date .....

To,
The Chief General Manager, Projects, BESCOM

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 11.3 (9) of Section IFB of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.
.....
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....
Designation .....

Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

Please Note : Among the above two declarations, only one which is applicable is to be declared.